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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In re Application of)
Hodges Media, LLC) Facility ID No. 201183
Application for License to Cover) File No. BLFT-20181004ABC
W289CU, Channel 289,)
Knoxville, Tennessee)

Received-FCC

Attn: Chief, Audio Division, Media Bureau

APR -9 2019

RESPONSE TO 3B PROPERTIES, INC.'S REPLY TO
SECOND RESPONSE TO INTERFERENCE COMPLAINT Bureau / Office

Hodges Media, LLC ("Hodges Media"), licensee of FM translator W289CU, Knoxville, Tennessee (Facility ID No. 201183) ("W289CU"),¹ by its undersigned counsel, hereby responds 3B Properties, Inc.'s ("3B Properties")² April 1, 2019 Reply ("Reply") to Hodges Media's Second Response to Interference Complaint ("Second Response").³ In its Reply, 3B Properties makes several inaccurate statements and misrepresentations pertaining to key facts in this proceeding. Accordingly, Hodges Media is filing this response to object to and to correct 3B Properties' factual misstatements for the record in this proceeding.⁴

¹ W289CU rebroadcasts AM broadcast station, WKGN, Knoxville, Tennessee (Facility ID No. 68146) ("WKGN"), which is also licensed to Hodges Media.

² 3B Properties is the licensee of FM broadcast station, WIHG, Rockwood, Tennessee (Facility ID No. 51113) ("WIHG"), and alleges W289CU's operations are interfering with WIHG's signal. *See generally* 3B Properties, Inc., Emergency Interference Complaint (Nov. 29, 2018).

³ *See generally* 3B Properties, Inc., Reply to Response to Interference Complaint (April 1, 2019) ("Reply"). *See also* Hodges Media, LLC, Second Response to Interference Complaint (Mar. 28, 2019) ("Second Response").

⁴ To the extent necessary, Hodges Media requests leave to file this response.

I. ALLEGATION THAT HODGES MEDIA’S FAILURE TO OBTAIN SERIAL NUMBERS DOES NOT RENDER THE COMPLAINANTS NOT *BONA FIDE*

3B Properties baselessly alleges that Hodges Media fails to cite any precedent stating that “if a complainant is unable to provide the serial number of the radio receiving interference, their complaint is no longer considered bona fide.”⁵ Hodges Media, however, cites the FCC’s decision in *Association for Community Education* for the broad precedent that: (1) actionable complaints are limited to those which are made by *bona fide* listeners;⁶ and (2) the FCC will only consider complaints of interference by FM translators where “the complainant *cooperates* in efforts to identify the source of interference.”⁷ Moreover, the serial number of the devices allegedly receiving interference was *specifically* requested by the Commission as information evidencing that Hodges Media had resolved each of the actionable complaints⁸ – a fact which 3B Properties brazenly dismisses as immaterial.⁹ Therefore, once the complainants failed to

⁵ Reply at 6.

⁶ Second Response at 4 (citing *Association for Community Education*, Memorandum Opinion and Order, 19 FCC Rcd. 12682, 12688, ¶ 16 (2004) (“*Association for Community Education*”). See also Hodges Media, LLC, Response to Interference Complaint at 2-3 (Mar. 28, 2019) (citing same) (“First Response”).

⁷ Second Response at 4 (emphasis in original) (quoting *Association for Community Education*, 19 FCC Rcd. at 12688, ¶ 16). See also First Response at 3 (quoting same).

⁸ Letter from James D. Bradshaw, Senior Deputy Chief, Audio Division – Media Bureau – FCC, to 3B Properties, Inc. & Hodges Media, LLC (1800B3-KV) (Feb. 5, 2019) ([f]or each of the [] actionable listener complainants, [Hodges Media’s] Interference Response must include: . . . specific devices receiving the interference (i.e. type of device, manufacturer’s name, model number, and *serial number*) . . .” (emphasis added)).

⁹ See Reply at 6-7; 3B Properties, Inc., Motion to Deny Extension of Time Request and Amended Complaint at 3 (Feb. 27, 2019).

provide their device's serial numbers, Hodges Media was relieved of its responsibility to resolve their complaints due to their lack of cooperation.¹⁰

II. ALLEGATION THAT THE COMPLAINANTS PROVIDED ALL REQUIRED INFORMATION

3B Properties also contends that “each of the complainants have provided [Hodges Media with] the make and model of their radio or the fact that each radio is a factory radio with the make and model of their vehicle.”¹¹ This general statement is false. While several of the complainants provided the make and model of their radios or noted that their radios were factory models, complainants Singer, Worthington, and Farne failed to provide *any* information regarding their devices.¹² Thus, it would appear that 3B Properties made this statement to mislead the Commission into concluding that Hodges Media completely failed in its responsibilities to resolve the listener interference complaints.¹³

III. CLAIM THAT EACH COMPLAINANT INTENDS TO CONTINUE PURSUING ITS INTERFERENCE COMPLAINT

3B Properties contends that “[e]ach of these complainants is still willing to cooperate with [Hodges Media] in resolving their complaints and their complaints should be treated as *bona fide*.”¹⁴ This statement cannot be further from the truth. In reality, several of the complainants clearly and unequivocally stated to Hodges Media that they either: (1) no longer

¹⁰ The only complainant to provide a serial number for their allegedly interfered-with device was Ms. Morris. First Response, Attach. A at 4 (providing serial number for 1 of 3 car radios which allegedly received interference).

¹¹ Reply at 7.

¹² See First Response, Attach. A at 1, 5, & 7.

¹³ See Reply at 7 (alleging that Hodges Media “le[ft] [complainants] with the impression that their complaint can’t be processed any further at the FCC” since “each of the complainants” provided radio make and model information but not the serial numbers).

¹⁴ *Id.*

wished to pursue their interference complaints; or (2) failed to provide the requisite information regarding their allegedly interfered-with devices.¹⁵ In particular, Hodges Media disputes 3B Properties' claims made about the following complainants:

Farne Complaint. 3B Properties alleges that Ms. Farne's refusal to provide information to Hodges Media was the result of her being "sick the day they spoke," and Hodges Media failed to acknowledge "that she wished for them to call her back."¹⁶ 3B Properties also states that: (1) Ms. Farne provided Mr. Hodges with the information regarding her vehicle in which she was alleging interference (i.e., "2014 Dodge"); (2) Nate Hodges of Hodges Media "never asked for any identifying information and hung up;" and (3) Ms. Farne "called Nate Hodges on Tuesday March 12 and again on Wednesday March 13, left messages both times and received no call back."¹⁷

3B Properties completely misrepresents the facts surrounding Mr. Hodges' resolution of Ms. Farne's complaint. *First*, Ms. Farne never informed Mr. Hodges that she wished for him to call her back regarding her complaint because she was sick on the day they spoke.¹⁸ Instead, Ms. Farne merely stated that she was sick and refused to provide information about her device – which is why she ended the conversation.¹⁹ *Second*, Ms. Farne did not provide *any* information

¹⁵ See, e.g., Second Response, Attach. B at 1 (Mr. Roddy declined to provide information regarding his device); First Response, Attach. A at 5 (Mr. Signer stated that he no longer wished to pursue complaint); *id.* at 7 (Ms. Worthington stated that she no longer wished to pursue complaint).

¹⁶ Reply at 3.

¹⁷ *Id.* at 2-3.

¹⁸ Third Declaration of Nathan A. Hodges ¶ 3 ("Third Hodges Decl."), attached hereto as **Attachment A**.

¹⁹ First Response, Attach. A at 1.

regarding her device – let alone that her vehicle was a “2014 Dodge.”²⁰ Instead, in response to Mr. Hodges request for the device information, Ms. Farne merely stated: “Well, I don’t know that.”²¹ Ms. Farne did not go on to state that she would look up that information, or would provide it to Hodges Media in the future.²² Finally, Mr. Hodges has no missed calls or messages from Ms. Farne from March 12 or 13, 2019 – let alone any follow-up calls indicating that Ms. Farne wished to follow-up regarding her interference complaint.²³

Hubbard Complaint. 3B Properties contends that Mr. Hubbard wishes to continue pursuing his interference complaint.²⁴ 3B Properties elaborates that Mr. Hubbard was “willing to do anything he could, but simply couldn’t supply his radio’s serial number. He was upset with [Hodges Media’s] characterization of the conversation.”²⁵ Here, 3B Properties seemingly implies that Hodges Media mischaracterized Mr. Hodges’ exchange with Mr. Hubbard regarding his interference complaint – implying that Mr. Hubbard provided far more information that Hodges Media alleges in its First Response. In reality, Mr. Hubbard specifically stated: “this is what you can put in your report: I drive a 2007 Mazda 6 with a factory radio, *I can’t give you more info than that.*”²⁶ Furthermore, Mr. Hodges did not receive any indication at the time – or in any alleged follow-up correspondence from Mr. Hubbard – that he wished to continue pursuing his interference complaint.²⁷

²⁰ Third Hodges Decl. ¶ 4.

²¹ First Response, Attach. A at 1.

²² Third Hodges Decl. ¶ 3.

²³ *Id.*

²⁴ Reply at 4.

²⁵ *Id.*

²⁶ First Response, Attach. A at 3 (emphasis added). *See also* Third Hodges Decl. ¶ 5.

²⁷ Third Hodges Decl. ¶ 6.

Rosenbalm Complaint. 3B Properties contends that when Mr. Hodges and Mr. Rosenbalm spoke regarding the interference complaint, Mr. Hodges informed Mr. Rosenbalm that ““the deadline for filing complaints had passed.””²⁸ This is false. In reality, Mr. Hodges informed Mr. Rosenbalm that *Hodges Media*’s deadline to respond to his interference complaint had passed – i.e., the date Hodges Media’s First Response was due – March 7, 2019.²⁹ 3B Properties is attempting to misrepresent Mr. Hodges’ conversation with Mr. Rosenbalm to assert that Hodges Media is shirking from its ongoing responsibility to resolve interference complaints. Yet, 3B Properties conveniently ignores the fact that: (1) Mr. Hodges spoke to Mr. Rosenbalm regarding his interference complaint *after* the March 7th deadline; and (2) Mr. Rosenbalm declined to provide additional information regarding his device – other than it was his 2007 Chevy Cobalt radio.³⁰

Thus, in light of these facts, as 3B Properties fails to provide a supporting declaration from either Ms. Farne, Mr. Hubbard, or Mr. Rosenbalm, demonstrating that they wish to continue pursuing their interference complaint – 3B Properties cannot allege that they remain a *bona fide* complainants. Therefore, their complaints must be dismissed due to their lack of cooperation with Hodges Media.

IV. FACTUAL ISSUES WITH THE MORRIS COMPLAINT

3B Properties alleges – without a supporting declaration – that Ms. Morris stated that “interference seemed to be reduced on March 7th, when [Hodges Media] was conduct[ing] on/off testing and she could hear WIHG” at that time.³¹ Hodges Media believes that Ms. Morris was

²⁸ Reply at 5.

²⁹ Third Hodges Decl. ¶ 7.

³⁰ Second Response, Attach. A at 3. *See also* Third Hodges Decl. ¶ 8.

³¹ Reply at 4.

disingenuously coached by 3B Properties into making this statement in support of 3B Properties Reply.³² Ms. Morris informed Mr. Hodges that while she could participate in on/off testing on March 6 and 8, 2019, she specifically stated that she could *not* participate in testing on March 7, 2019.³³ Yet somehow Ms. Morris was aware that on/off testing occurred on March 7th – although that information was not publicly disclosed until Hodges Media filed its First Response on March 28, 2019.³⁴ Moreover, it seems that Ms. Morris has contradicted her earlier statements regarding areas in which she was experiencing interference with her receipt of WIHG’s signal.³⁵ Therefore, Hodges Media requests that the Commission disregard Ms. Morris’ alleged statement that she heard WIHG on March 7th because: (1) it was asserted by 3B Properties without a supporting declaration from Ms. Morris; and (2) if true, 3B Properties likely coached Ms. Morris into making the statement in a misguided effort to oppose Hodges Media’s assertions in its First Response.

V. ALLEGATIONS OF “DEAD AIR”

In its Reply, 3B Properties alleges that its General Manager, Kirk Tollett, visited WKGN and W289CU’s transmitter site on March 10, 2019 at 4:45 a.m. – only to find “dead carriers emanating from the facility,” and that the facility was left unattended.³⁶ 3B Properties further states that Mr. Tollett drove around Knoxville, Tennessee “[f]or five hours” that morning,

³² Third Hodges Decl. ¶ 9.

³³ *Id.*

³⁴ See First Response at 4-5. See also Third Hodges Decl. ¶ 9.

³⁵ Third Hodges Decl. ¶ 10. See also Second Response, Attach. A at 2 (“In the original complaint . . . Ms. Morris stated, ‘Static on I-75 near the Calhoun exit. Static on I-75 near the Lenoir City exit.’ **Ms. Morris contradicts this statement in her March 8th text message.** Both these exits are between Watt Rd. and Cleveland where Ms. Morris report a clear WIHG signal on March 8th.” (emphasis in original)).

³⁶ Reply at 5.

finding that “the over the air signal of WIHG was suffering from a strong picket fencing effect of dead air as the W289CU translator continued to operate without modulation.”³⁷ Based on these alleged observations, 3B Properties goes on to conclude that “[i]f a listener or complainant was monitoring at that time, the Sports Talk format of WKGN could not be heard and to the lay listener, it would appear that something else was interfering with WIHG, when in fact it was the unmodulated signal of W289CU.”³⁸ These statements are false and likely an attempt to mislead the Commission regarding the operational status of Hodges Media’s stations.

First, the Commission’s rules do not require that an AM broadcast station and FM translator station’s operations be attended at all times.³⁹ Hodges Media operates WKGN and W289CU in compliance with all pertinent FCC regulations.⁴⁰ *Second*, there was no dead air on the morning of March 10, 2019, on either WKGN or W289CU’s frequency.⁴¹ Hodges Media has no record of any signal outages during that timeframe – in fact, Mr. Hodges performed his morning show on WKGN/W289CU from 7-10 a.m. that morning.⁴² Therefore, 3B Properties’ claim that a “lay listener” could not detect WKGN’s programming on W289CU’s frequency on the morning of March 10, 2019, is completely invalid.⁴³ For these reasons, Hodges Media requests the Commission completely disregard 3B Properties’ baseless allegations of “dead air” and irregular operations of WKGN/W289CU.

³⁷ *Id.*

³⁸ *Id.* at 5-6.

³⁹ *See* 47 C.F.R. §§ 73.1330, 74.1234.

⁴⁰ Third Hodges Decl. ¶ 12.

⁴¹ *Id.* ¶ 13.

⁴² *Id.*

⁴³ *Id.*

VI. ALLEGATIONS THAT INTERFERENCE COULD HAVE BEEN AVOIDED IF HODGES MEDIA DID NOT SELECT WIHG'S FREQUENCY FOR W289CU

3B Properties claims that Hodges Media and its engineers should have been aware of WIHG's signal prominence in the Knoxville area, and therefore, should not have filed an application for a new FM translator on WIHG's frequency.⁴⁴ While WIHG may enjoy an established listenership in the Knoxville area, this statement does not indicate that Hodges Media and its engineers made an error by selecting 105.7 MHz/ Channel 289 for W289CU. Hodges Media chose that frequency based on its usage of the FCC's frequency tools, as well as the calculations of its consulting engineer Clyde Scott, Jr.⁴⁵ Mr. Scott stands by the accuracy of his conclusions at the time that operating an FM translator on 105.7 MHz/ Channel 289 would not cause interference to WIHG's signal, and asserts for the Commission's consideration that "local engineers have thought for years that WIHG was overpowering towards Knoxville."⁴⁶ Therefore, any interference that WIHG may be experiencing in the Knoxville area is likely a result of 3B Properties' own doing in attempting to extend its reach into the Knoxville area.

VII. CLAIM THAT HODGES MEDIA'S PROPOSED ENGINEERING SOLUTION WOULD NOT ELIMINATE INTERFERENCE TO WIHG

Finally, 3B Properties alleges that Hodges Media's proposed engineering modification for W289CU would still cause interference to WIHG "along Cedar Bluff to Northshore and Kingston Pike and from West Hills to the Papermill Road exit along Interstate 40."⁴⁷ Hodges Media stands by Mr. Scott's conclusions that the engineering solution proposed in the First

⁴⁴ Reply at 7.

⁴⁵ Third Hodges Decl. ¶ 14.

⁴⁶ Declaration of Clyde Scott ¶¶ 5-6, attached hereto as **Attachment B**.

⁴⁷ Reply at 8.

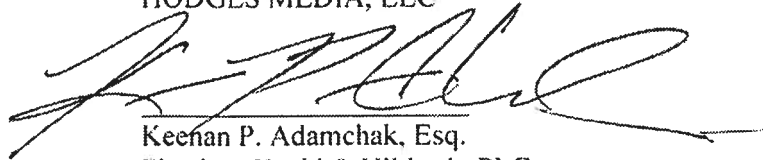
Response would resolve all interference experienced by the listener complainants.⁴⁸ As stated in its Second Response, Hodges Media believes that the best solution to the W289CU interference dispute is a mutually-acceptable engineering solution resulting in the adjustment of W289CU's antenna pattern.⁴⁹ Hodges Media stands ready to make such an engineering modification should the Commission deem it necessary to resolve this dispute.⁵⁰

CONCLUSION

For the foregoing reasons, Hodges Media requests that the Commission disregard the statements of 3B Properties made in its Reply for being false and misleading.

Respectfully submitted,

HODGES MEDIA, LLC



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Counsel for Hodges Media, LLC

Dated: April 9, 2019

⁴⁸ Scott Declaration ¶ 7. *See also* Third Hodges Decl. ¶ 15.

⁴⁹ *See* Second Response at 7.

⁵⁰ Third Hodges Decl. ¶ 15.

Attachment A

Declaration of Nathan A. Hodges

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In re Application of)	
)	
Hodges Media, LLC)	Facility ID No. 201183
)	File No. BLFT-20181004ABC
Application for License to Cover)	
W289CU, Channel 289,)	
Knoxville, Tennessee)	

Attn: Chief, Audio Division, Media Bureau

THIRD DECLARATION OF NATHAN A. HODGES

I, **NATHAN A HODGES**, hereby attest to the following:

1. I am the Chief Executive Officer of Hodges Media, LLC ("Hodges Media"). I make this declaration in voluntary support of Hodges Media's Response ("Response") to 3B Properties, Inc.'s ("3B Properties") Reply ("Reply") to Hodges Media's Second Response to 3B Properties' interference complaint concerning the alleged interference of Hodges Media's FM Translator W289CU, Knoxville, Tennessee (Facility ID No. 201183) ("W289CU") with the receipt of the signal of 3B Properties' FM broadcast station, WIHG, Rockwood, Tennessee (Facility ID No. 51113) ("WIHG").
2. Hodges Media is filing its Response to object to and clarify the factual misstatements made by 3B Properties in its Reply regarding Hodges Media's efforts to resolve the interference complaints against W289CU submitted by 3B Properties. Therefore, in preparation of this Declaration, I have reviewed 3B Properties Reply, and compared them to my recollections regarding my efforts on behalf of Hodges Media to resolve the interference complaints in this proceeding.
3. **Farne Complaint.** In its Reply, 3B Properties claims that Ms. Farne requested in our conversation on February 21, 2019, that I follow-up again with her regarding her interference complaint because she was sick. Instead, Ms. Farne simply refused to provide any information about her device. Ms. Farne did not go on to state that she would look up that information, or would provide it to Hodges Media in the future. Based on this, I determined that Ms. Farne did not wish to continue her interference complaint against W289CU. Accordingly, I have no record of any missed calls from Ms. Farne on March 12 or 13, 2019, indicating that she wished to follow-up regarding her interference complaint.
4. 3B Properties also alleges that Ms. Farne stated to me in our February 21st conversation that she was experiencing interference to her radio in her 2014 Dodge. Instead, in

response to my request for information regarding her allegedly interfered-with device, Ms. Farne responded: “Well, I don’t know that.”

5. **Hubbard Complaint.** In its Reply, 3B Properties implies that Mr. Hubbard provided detailed information regarding his allegedly interfered-with device – seemingly everything except for the device’s serial number. In reality, Mr. Hubbard only stated to me that he drove a 2007 Mazda 6 with a factory radio.
6. 3B Properties also contends that Mr. Hubbard expressed his wish to continue his pursuit of his interference complaint following our conversation on February 26, 2019. I, however, did not receive any indication at the time – or in any alleged follow-up correspondence from Mr. Hubbard – that Mr. Hubbard wished to continue pursuit of his interference complaint.
7. **Rosenbalm Complaint.** 3B Properties contends in its Reply that I misrepresented to Mr. Rosenbalm that he could no longer pursue his interference complaint because “the deadline for filing complaints had passed.” This is a misrepresentation of my conversation with Mr. Rosenbalm. Instead, I informed Mr. Rosenbalm simply that *Hodges Media’s* deadline for responding to his complaint had passed – as it was March 7, 2019 as ordered by FCC in its February 5, 2019 letter.
8. Nevertheless, 3B Properties ignores the fact that Mr. Rosenbalm declined to provide additional information about his allegedly interfered-with device – other than that it was his 2007 Chevy Cobalt radio.
9. **Morris Complaint.** In its Reply, 3B Properties alleges that Ms. Morris stated to 3B Properties that she could hear WIHG during W289CU’s on/off testing on March 7, 2019. I believe that this is a fabricated statement on part of 3B Properties because it was not publicly known until Hodges Media filed its response on March 28, 2019, that W289CU was undergoing on/off testing on March 7th. Moreover, Ms. Morris previously informed me that while she could participate in on/off testing on March 6 and 8, 2019, she could not participate in on/off testing on March 7th.
10. Furthermore, it seems that Ms. Morris has contradicted her earlier statements regarding areas in which she was experiencing interference with her receipt of WIHG’s signal. Therefore, I do not believe that Ms. Morris claims of interference are valid, and that she is likely being “coached” by 3B Properties to make these statements.
11. **March 10, 2019 “Dead Air” Allegations.** In its Reply, 3B Properties alleges that AM broadcast station, WKGN, Knoxville, Tennessee (Facility ID No. 68146) (“WKGN”), and W289CU were off the air the morning of March 10, 2019, and implies that Hodges Media impermissibly left the stations unattended at that time. This is a completely false and misleading statement.
12. Hodges Media operates WKGN and W289CU in compliance with all pertinent FCC regulations. It is my understanding that AM broadcast stations and FM translators may

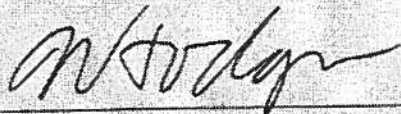
be operated unattended if done so in compliance with the FCC's rules – which Hodges Media does.

13. There was no dead air on the morning of March 10, 2019, on either WKGN or W289CU's frequency as 3B Properties alleges. In fact, I was performing my morning show from 7-10 a.m. that morning, and Hodges Media has no record of any signal outages on either station at that time. Therefore, 3B Properties claim that a "lay person" could not detect WKGN's programming on W289CU's frequency on the morning of March 10, 2019, is completely baseless.
14. **Claim of Error in Selecting 105.7 MHz/Channel 289 for W289CU.** 3B Properties alleges in its Reply that Hodges Media and its engineers should have been aware of WIHG's signal prominence in the Knoxville, Tennessee area, and therefore, should not have selected 105.7 MHz/ Channel 289 for W289CU's operations. While WIHG may enjoy an established listenership Knoxville area, this statement does not indicate that Hodges Media and its engineers made an error by selecting 105.7 MHz/ Channel 289 for W289CU. Hodges Media chose that frequency based on its usage of the FCC's frequency tools, as well as the calculations of its consulting engineer Clyde Scott. Furthermore, Mr. Scott has informed me that "local engineers have though for years that WIHG was overpowering towards Knoxville." Therefore, any interference that WIHG may be experiencing in the Knoxville area is likely a result of 3B Properties' own doing.
15. **Claim that the Proposed Engineering Solution would not Eliminate Interference to WIHG.** 3B Properties claims that our proposed modification to W289CU's antenna pattern would not eliminate interference to WIHG in the areas of alleged interference asserted by the listener complainants. Hodges Media continues to believe that this engineering modification would resolve all interference complaints in this proceeding. As previously stated, Hodges Media believes that this is the best method of resolving the WIHG interference issue, and stands ready to modify W289CU's antenna pattern as proposed should the FCC deem it necessary to resolve this dispute.
16. For the foregoing reasons, I request that the Commission disregard the statements made by 3B Properties in its Reply for being false and misleading.

[SIGNATURE PAGE FOLLOWS]

I certify under penalty of perjury that the foregoing is true and correct.

Executed on April 9th 2019.

A handwritten signature in dark ink, appearing to read 'N. Hodges', written over a horizontal line.

Nathan A. Hodges

Attachment B

Declaration of Clyde Scott, Jr.

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In re Application of)	
)	
Hodges Media, LLC)	Facility ID No. 201183
)	File No. BLFT-20181004ABC
Application for License to Cover)	
W289CU, Channel 289,)	
Knoxville, Tennessee)	

Attn: Chief, Audio Division, Media Bureau

DECLARATION OF CLYDE SCOTT, JR.

I, **CLYDE SCOTT, JR.**, hereby attest to the following:

1. I am the consulting engineer for Hodges Media, LLC ("Hodges Media"). I make this declaration in voluntary support of Hodges Media's Response ("Response") to 3B Properties, Inc.'s ("3B Properties") Reply ("Reply") to Hodges Media's Second Response to 3B Properties' interference complaint concerning the alleged interference of Hodges Media's FM Translator W289CU, Knoxville, Tennessee (Facility ID No. 201183) ("W289CU") with the receipt of the signal of 3B Properties' FM broadcast station, WIHG, Rockwood, Tennessee (Facility ID No. 51113) ("WIHG").
2. I assisted Hodges Media in the preparation of the construction permit and license applications for W289CU, which operates at 105.7 MHz/ Channel 289 (*See* File Nos. BNPFT-20170802ABC, BNPFT-20180606AAA, BLFT-20181004ABC).
3. Hodges Media is filing its Response to object to and clarify the factual misstatements made by 3B Properties in its Reply regarding Hodges Media's efforts to resolve the interference complaints against W289CU submitted by 3B Properties. Therefore, in preparation of this Declaration, I have reviewed 3B Properties Reply, and compared them to my recollections regarding my efforts on behalf of Hodges Media to resolve the interference complaints in this proceeding.
4. **Claim of Error in Selecting 105.7 MHz/Channel 289 for W289CU.** In its Reply, 3B Properties alleges that I made in error in advising Hodges Media that they could pursue an FM translator which would be licensed to operate at 105.7 MHz/ Channel 289 in Knoxville, Tennessee.
5. I do not believe that I made an error in advising Hodges Media of the availability of 105.7 MHz/ Channel 289 in Knoxville, Tennessee for an FM translator. Both the FCC's frequency tool and my calculations at the time demonstrated that an FM translator

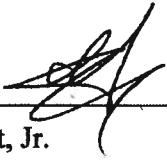
operating on that frequency would not cause interference to WIHG. I stand by my initial observations and advice to Hodges Media.

6. Instead, I believe that any interference WIHG may be experiencing may be the result of that station's overpowering in the direction of Knoxville. I and many local engineers have thought for years that WIHG was overpowering towards Knoxville. Therefore, I do not believe WIHG's interference issue is the result of W289CU's operations, but instead, 3B Properties operating WIHG in excess of its authorized power limits in the direction of Knoxville, Tennessee.
7. **Claim that the Proposed Engineering Solution would not Eliminate Interference to WIHG.** 3B Properties claims that Hodges Media's proposed modification to W289CU's antenna pattern would not eliminate interference to WIHG in the areas of alleged interference asserted by the listener complainants. I prepared the proposed modification of W289CU's antenna pattern previously submitted by Hodges Media. I stand by initial conclusions that the modification will resolve all interference to WIHG's signal in the areas alleged by the listener complainants.

[SIGNATURE PAGE FOLLOWS]

I certify under penalty of perjury that the foregoing is true and correct.

Executed on April 7, 2019.




Clyde Scott, Jr.

DECLARATION

I, Nathan A. Hodges, hereby attest to the following:

- I am the Chief Executive Officer of Hodges Media, LLC.
- I have personal knowledge of the facts set forth in the foregoing Response.
- I have read the Response, and the statements therein are truthful and correct to the best of my knowledge, information, and belief.

I hereby certify that to the best of my knowledge, information, and belief, under penalty of perjury, the foregoing statements are true and correct.


Nathan A. Hodges

Dated: April 9th, 2019

CERTIFICATE OF SERVICE

I, Keenan P. Adamchak, of Fletcher, Heald & Hildreth, PLC, hereby certify that I caused a true copy of the foregoing Response to be sent this 9th day of April, 2019, via U.S. First Class Mail, postage prepaid, or via email, where indicated, to the following individuals:

Mr. Kirk Tollett*
Vice President/GM
3B Properties, Inc.
37 South Dr.
Crossville, TN 38555
kirk@3b.media

James D. Bradshaw**
Kim Varner**
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
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kim.varner@fcc.gov

*via email and First Class U.S. Mail

**via email



Keenan P. Adamchak